



BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

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April 10, 2002

REC'D TN
REGULATORY
Guy M. Hicks
General Counsel
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615 214 6301
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OFFICE OF THE
EXECUTIVE SECRETARY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Cross Connect Agreement Negotiated by BellSouth Telecommunications, Inc. and Brooks Fiber Communications of Tennessee, Inc., Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. ~~99-00583~~ 02-00415

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Brooks Fiber Communications of Tennessee, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Cross Connect Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Vice President, Eastern Telco Line Cost., Brooks Fiber Communications of Tennessee, Inc.
Chief Network Counsel, WorldCom, Inc.
Carrier Agreements, WorldCom, Inc.
Commercial Counsel, WorldCom, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Cross Connect Agreement Negotiated by BellSouth Telecommunications, Inc. and Brooks Fiber Communications of Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~99-00583~~ 02-00415

PETITION FOR APPROVAL OF THE
CROSS CONNECT AGREEMENT NEGOTIATED
BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND BROOKS FIBER COMMUNICATIONS OF TENNESSEE, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Brooks Fiber Communications of Tennessee, Inc. ("MCIm") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, MCIm and BellSouth state the following:

1. MCIm and BellSouth have entered into good faith negotiations pursuant to the Act to renegotiate an Agreement to replace the existing Interconnection Agreement between the Parties which has expired. Until such time as the parties execute a subsequent agreement, the parties agree to operate under the expired agreement and have entered into a Cross Connect Agreement. A copy of the Cross Connect Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCIm and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and MCIm within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the

agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. MCIIm and BellSouth aver that the Agreement is consistent with the standards for approval.

5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

MCIIm and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 11th day of April, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

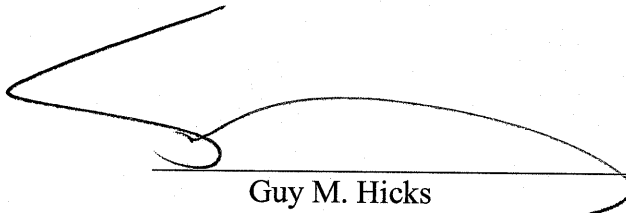
I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Cross Connect Agreement on the following via United States Mail on the 11th day of April, 2002.

Brooks Fiber Communications of Tennessee, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004
Attn: Vice President, Eastern Telco Line Cost.

WorldCom, Inc.
Chief Network Counsel
22001 Loudoun County Parkway
Room E1-3-610
Ashburn, VA 20147

WorldCom, Inc.
Carrier Agreements
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

WorldCom, Inc.
Commercial Counsel
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004



Guy M. Hicks

BELLSOUTH/BROOKS FIBER COMMUNICATIONS CROSS CONNECT AGREEMENT –TENNESSEE

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation and Brooks Fiber Communications of Tennessee, Inc., ("MCIIm") a Delaware corporation, and shall be deemed effective as of January 22, 2002. This Agreement may refer to either BellSouth or MCIIm or both as a "Party" or "Parties".

RECITALS

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, MCIIm is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement pursuant to the Act; and

WHEREAS, BellSouth and MCIIm have entered into good faith negotiations pursuant to the Act to renegotiate an Agreement ("Subsequent Agreement") to replace the existing Interconnection Agreement between the Parties dated April 28, 1997, which expired on, April 27, 2000 ("Expired Agreement"); and

WHEREAS, until such time as the Parties execute a Subsequent Agreement, BellSouth and MCIIm shall continue to operate under the rates, terms and conditions of the Expired Agreement;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and MCIIm agree as follows:

GENERAL TERMS AND CONDITIONS

Section 1. Term of the Agreement

1.1 The term of this Agreement shall commence on the date stated on page 1 of this Agreement, and shall remain in effect until such time as the Parties execute a new agreement ("Subsequent Agreement"). This Agreement shall apply to the state of Tennessee. Upon execution of a Subsequent Agreement, this Agreement shall be deemed null and void and shall be superceded by such Subsequent Agreement.

Section 2. Scope of this Agreement

2.1 The Parties shall provide the Services pursuant to this Agreement. Except as provided in this Agreement, BellSouth shall not discontinue or refuse to provide any service provided or required hereunder.

2.2 BellSouth must operate its network and provision Services in a manner that avoids unfair discrimination and anticompetitive effects, and must endeavor to provide MCIIm with service of at least the same quality that it provides to itself.

Section 3. Regulatory Approvals

3.1 This Agreement, and any amendment or modification hereof, will be submitted to the state regulatory body for approval in accordance with Section 252 of the Act. Should the state regulatory body deny approval of the Agreement or any part thereof, the Parties agree to consider whether any additional and appropriate judicial or administrative efforts are necessary to gain approval of said part or Agreement. If it is mutually determined that the part or Agreement must be renegotiated to gain approval by the state regulatory body, the Parties agree to do so on an expedited basis. If the Parties fail to reach agreement, either Party may seek resolution pursuant to Section 19 (Dispute Resolution Procedures) of this Agreement. BellSouth shall be responsible for filing the Agreement with the appropriate regulatory authority. Filing fees will be divided equally between the Parties. To the extent public interest notice is required, MCIIm shall be responsible for such publication, and the costs thereof shall be divided equally between the Parties.

3.2. In the case of a conflict between a provision of this Agreement and a tariff filed by either Party, the conflict shall be resolved in favor of this Agreement.

3.3 In the event that any effective and applicable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of MCIIm or BellSouth to perform any material terms of this Agreement, or makes any provision hereof unlawful, or in the event a judicial or administrative stay of such action is not sought or granted, MCIIm or BellSouth may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and effective) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, either Party may invoke the procedures of Section 19 (Dispute Resolution Procedures) of this Agreement.

3.4 The Parties intend that any additional services negotiated and agreed to by the Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

3.5 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to MCIIm, at the same rates, and on the same terms and conditions, any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

Section 4. Charges and Payment

4.1 In consideration of the Services provided under this Agreement, the Parties shall pay the charges set forth in Attachment 1. The billing and payment procedures for charges incurred hereunder are set forth in Attachment 8 of the Expired Agreement.

Section 5. Assignment and Subcontract

5.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party upon written notice. The Parties agree to execute an amendment to this Agreement in a timely manner reflecting any such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to

perform such obligations.

5.2 If any Party's obligation under this Agreement is performed by a subcontractor or affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or affiliates. No subcontractor or affiliate shall be deemed a third party beneficiary for any purposes under this Agreement.

Section 6. Compliance with Laws

6.1 All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the applicable rules and regulations of the FCC and the state regulatory body in effect. Each Party shall be responsible for obtaining and keeping in effect all FCC, state commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. In the event the basis for this Agreement (e.g., the Act, FCC Rules and Regulations, orders of the state regulatory body) is held to be invalid or changed for any reason, this Agreement shall survive, and subject to Section 3 of these General Terms and Conditions, the Parties shall promptly renegotiate any provisions of this Agreement, which in the absence of such invalidated or changed Act, Rule or Regulation are insufficiently clear to be effectuated.

Section 7. Governing Law

7.1 This Agreement shall be governed by and construed in accordance with federal and Tennessee substantive telecommunications law, where applicable. In all other respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 8. Relationship of Parties

8.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations.

Section 9. No Third Party Beneficiaries

9.1 The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

Section 10. Intellectual Property Rights and Indemnification

10.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

10.2 The Party providing a service pursuant to this Agreement shall defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and shall indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

10.3 In the event that use of any facilities or equipment (including software), becomes or, in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said Party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

10.4 Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

10.5 The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

Section 11 Indemnification and Liability

11.1. Liability Cap.

11.1.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by MCIIm, any MCIIm customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by MCIIm, any MCIIm customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by MCIIm resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

11.1.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by MCIIm pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the

remainder of this Section, MCI_lm's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of MCI_lm and claims for damages by BellSouth resulting from the failure of MCI_lm to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

11.2 Neither Party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

11.3 Neither Party shall be liable for damages to the other Party's terminal location, Interconnection Point or the other Party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct, or by a Party's failure properly to ground a local loop after disconnection using sound engineering principles.

11.4 The Party providing services under this Agreement, its affiliates and its parent company shall be indemnified, defended and held harmless by the Party receiving such services against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement, involving: 1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications; 2) any claim, loss, or damage claimed by the receiving Party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving Party and that the receiving Party has obtained from the supplying Party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving Party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying Party the receiving Party shall have no obligation to indemnify, defend and hold harmless the supplying Party hereunder. Nothing herein is intended to modify or alter in any way the indemnification obligations set forth in Section 10, supra, relating to intellectual property infringement.

11.5 Neither Party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each Party shall be indemnified, defended and held harmless by the other Party or the other Party's customer from any and all claims by any person relating to the other Party or the other Party's customer's use of services so provided.

11.6 Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Section, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party chooses to waive its rights to be indemnified further in any claim or action, the Indemnified Party's counsel shall not interfere with the defense strategy chosen by the Indemnifying Party and its counsel, and the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action might be in conflict with a course of action or inaction chosen by the Indemnifying Party. The Indemnifying Party is not liable under this Section 11 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the Indemnified Party has tendered the defense of the claim, demand, or lawsuit to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

11.7 Both Parties agree that they, at their own cost and expense, shall maintain throughout the term of this Agreement, all insurance required by law or required under this Agreement, and may at their own cost and expense purchase insurance or self-insure for their employer, public, professional and legal liabilities. No limit of liability on any policy, no program or self-insurance, nor any failure to maintain adequate insurance coverage shall limit the direct or indirect liability of either Party.

11.8 Insurance

11.8.1 Each Party shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in the Expired Agreement.

Section 12. Notices

12.1 Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person by overnight courier, or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

To Brooks Fiber: Brooks Fiber Communications of Tennessee, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004
Attn: Vice President, Eastern Telco Line Cost.

Copy to: Chief Network Counsel
WorldCom, Inc.,
22001 Loudoun County Parkway, Room E1-3-610
Ashburn, VA 20147

Carrier Agreements
WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

Commercial Counsel
WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

To BellSouth: AVP – MCIIm Account Team
BellSouth Telecommunications, Inc.
1960 W. Exchange Pl., Ste. 402
Tucker, GA 30084

Copy to: General Attorney-Interconnection
BellSouth Telecommunications, Inc
Suite 4300
675 W. Peachtree Street, N.E.
Atlanta, Georgia 30375

If personal delivery or courier is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 12.

Section 13. Waivers

13.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

13.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

13.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

Section 14. Force Majeure

14.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a Party's obligations(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations and shall resume performance in a nondiscriminatory manner.

Section 15. Non-Discriminatory Treatment

15.1 If as a result of any proceeding or filing before any Court, State Commission, or the Federal Communications Commission, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide Services and Elements, whether or not presently covered by this Agreement, to a third party at rates or on terms and conditions more favorable to such third party than the applicable provisions of this Agreement, MCIIm shall have the option to substitute such more favorable rates, terms, and conditions for the relevant provisions of this Agreement which shall apply to the same States as such other Party, and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the date such substituted rates, terms, or conditions are requested by MCIIm.

Section 16. Termination

16.1 In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and:

16.1.1 If such material breach is for non-payment of amounts due hereunder pursuant to Attachment 8 of the Expired Agreement, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld shall not be deemed "amounts due hereunder" for the purpose of this provision.

16.1.2 If such material breach is for any failure to perform in accordance with this Agreement, which adversely affects the non-breaching Party's customers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) business days, and if the breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Notice under this Subsection 16.1.2 may be given electronically or by facsimile and in such case shall be deemed received when sent.

16.1.3 If such material breach is for any other failure to perform in accordance with this Agreement, the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within forty-five (45) days, and if it does not, the non-breaching Party may, at its sole option terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

16.2 MCIIm may terminate any Services provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Services in this Agreement, or pursuant to any applicable tariff, in which event such specific period or conditions shall apply. Where there is no such different notice period or different condition specified, MCIIm's liability shall be limited to payment of the amounts due for any terminated Service(s) provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 11, supra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to MCIIm or another vendor such that the level and quality of the Services is not degraded and to exercise its best efforts to effect an orderly and efficient transition. MCIIm agrees that it may not terminate the entire Agreement pursuant to this section.

Section 17. Confidentiality and Publicity

17.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 17. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, network, financial, marketing, and staffing information, proposals, requests for proposals, business plans, strategic information, specifications, costs, procedures, processes, business systems, software programs, orders for services, customer account data, call detail records, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC (collectively, Disclosing Party's "Confidential Information").

17.1.1 Recipient shall (i) use Confidential Information only for the purpose of performing under this Agreement, (ii) hold Confidential Information in confidence and disclose it only to employees who have a need to know it in order to perform under this Agreement, and (iii) safeguard Confidential Information from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information. If Recipient wishes to disclose the Disclosing Party's Confidential Information to a third party agent or consultant in order to perform Recipient's obligations hereunder, such third party shall have executed a written agreement comparable in scope to the terms of this Section 17.

17.1.1.1 Notwithstanding the provisions of Section 17.1.1, under no circumstances will BellSouth disclose MCIIm's Confidential Information to, or permit access to MCIIm's Confidential Information by, the retail operations or any employee thereof, or the retail customer representatives of, BellSouth or any BellSouth Affiliate, or any independent contractors to any of the foregoing, and BellSouth and any BellSouth Affiliate shall take all reasonable measures to ensure that any such retail operations and any employees thereof, their respective retail customer representatives, and any independent contractors of any of the foregoing, cannot access MCIIm's Confidential Information.

17.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is lawfully acquired by Recipient free of restrictions on its disclosure, (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed, or (v) which Disclosing Party in writing authorizes Recipient to disclose without restriction. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

17.1.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 18 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 18. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

17.2 CPNI related to MCIIm's customers obtained by virtue of Local Interconnection or any other Service provided under this Agreement shall be MCIIm's Confidential Information and may not be used by BellSouth for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to

employees with a need to know, unless the MCIIm customer expressly directs MCIIm to disclose such information to BellSouth pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, BellSouth may use or disclose only such information as MCIIm provides pursuant to such authorization and may not use information that BellSouth has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. CPNI related to BellSouth's customers obtained by virtue of Local Interconnection or any other Service provided under this Agreement shall be BellSouth's Confidential Information and may not be used by MCIIm for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a need to know, unless the BellSouth customer expressly directs BellSouth to disclose such information to MCIIm pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, MCIIm may use or disclose only such information as BellSouth provides pursuant to such authorization and may not use information that MCIIm has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

17.3 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or in connection with any sales or marketing activity or any other publicity matter.

17.4 Neither Party shall produce, publish or distribute any press release or other publicity referring to the other Party or its Affiliates, or announcing the execution or discussing the terms of this Agreement without prior notice to the other Party. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

17.5 Except as otherwise expressly provided in this Section 17, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

17.6 The Parties' rights and obligations under this Section 17 shall survive and continue in effect until four (4) years after the expiration or termination date of this Agreement with regard to all Confidential Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

Section 18. Dispute Resolution Procedures

18.1 The Parties recognize and agree that the Commission has continuing jurisdiction to enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. Either Party may seek expedited resolution by the Commission. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

Section 19. Bona Fide Request Process for Services

19.1 BellSouth shall, upon request of MCIIm, and to the extent technically feasible, provide to MCIIm access to its Services for the provision of MCIIm's Telecommunications Service. Any request by MCIIm for access to a Service that is not already available shall be treated as a Bona Fide Request. The Parties shall adhere to the process as agreed and described in Exhibit 1 to these General Terms and Conditions.

Section 20. Taxes

20.1 Definition For purposes of this Section 20, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on either of the Parties with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

20.2 Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party

20.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

20.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party,

shall be borne and paid by the purchasing Party.

20.3 Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party

20.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

20.3.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

20.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party. In the event of any such contest, the purchasing Party shall furnish the providing Party with notice of the pending proceeding, copies of all filings in such proceeding, all correspondence between the purchasing Party and the taxing authority, the final resolution thereof and any action therein that would affect the providing Party's obligation to collect and remit.

20.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency or such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

20.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties

thereon.

20.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

20.3.7 Each Party shall provide the other Party with timely written notice of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority.

20.4 Taxes And Fees Imposed On Providing Party

20.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its Customer, shall be borne by the purchasing Party.

20.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

20.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fees, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable and the purchasing Party shall abide by such determination and pay such taxes and fees to the providing Party. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

20.4.4 If, after consultation in accordance with the preceding Section 20.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 18 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

20.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

20.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

20.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

20.4.8 Each Party shall provide the other Party with timely written notice of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority.

20.5 Mutual Cooperation

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

Section 21. Responsibility for Environmental Contamination

21.1 MCIm shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any environmental hazard that MCIm did not introduce to the affected Work Location so long as MCIm's actions do not cause or substantially contribute to the Release of any Environmental Hazard. BellSouth shall, at MCIm's request, indemnify, defend, and hold harmless MCIm, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any environmental hazard for which BellSouth is responsible under Applicable Law, to the extent the Release of any Environmental Hazard is not caused or substantially contributed to by MCIm's actions.

21.2 BellSouth shall in no event be liable to MCIm for any costs whatsoever resulting from the presence or Release of any environmental hazard that BellSouth did not introduce to the affected Work Location, so long as BellSouth's actions do not cause or substantially contribute to the Release of any Environmental Hazards. MCIm shall, at BellSouth's request, indemnify, defend, and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that MCIm, its contractors or agents introduce to the Work Locations, or (ii) the presence of Release of any environmental hazard for which MCIm is responsible under applicable law to the extent the Release of any Environmental Hazard is not caused or substantially contributed to by BellSouth's actions.

Section 22. Amendments and Modifications

22.1 No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 23. Severability

23.1 Subject to Section 3 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement, which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 24. Headings Not Controlling

24.1 The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 25. Entire Agreement

25.1 This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 26. Counterparts

26.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 27. Successors and Assigns

27.1 This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

Section 28. Construction

28.1 Unless the context clearly indicates otherwise, words described in this Section 28 should be construed to have the meanings given here. The word "shall" is used in this Agreement to mean, "has a duty to." The word "may" is used in this Agreement to mean, "is permitted to." The word "will" is used in this Agreement to denote a future event. The word "must" is used in this Agreement to denote a required characteristic of an inanimate or intangible object.

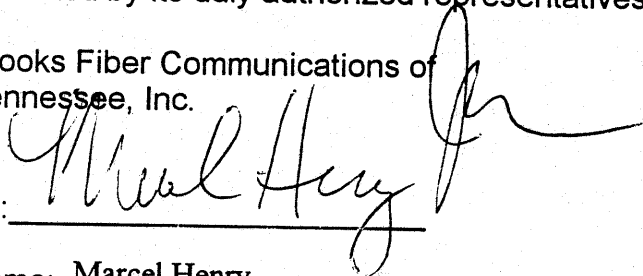
Section 29. Description of Days.

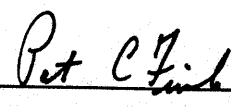
29.1 Unless otherwise indicated, all time periods described in days shall refer to calendar days.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

Brooks Fiber Communications of
Tennessee, Inc.

BellSouth Telecommunications,
Inc.

By: 

By: 

Name: Marcel Henry

Name: Patricia C. Frazier

Title: Vice President

Title: MANAGING DIRECTOR

Date: January 23, 2002

Date: 1/25/02

Attachment 1

Section 1.

1.1 BellSouth will, upon request provide and MCI[®] will compensate BellSouth for the Cross Connections in accordance with the terms and conditions set forth herein and the schedule of prices set forth in Attachment A to this Agreement.

1.2 Unless specified in this Agreement, all other terms and conditions for services provided under this Agreement are set forth in Attachment 5 of the Expired Agreement.

**Cross Connect
Tennessee**

Attachment 1
Exhibit A

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	SOMAN	SOMAN		
							Rec	Nonrecurring		First	Add'l	First	Add'l	SOMAN	SOMAN								SOMAN	
								First	Add'l															Nonrecurring
PHYSICAL COLLOCATION																								
					UEANLU EAUDN DCUALLU HILUCLU																			
		Physical Collocation - 2-Wire Cross-Connects			EQ	PE1P2	0.033	33.82	31.92															
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.068	33.94	31.95															
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1P2	3.82	52.37	38.89															
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1P4	6.79	65.03	51.55															